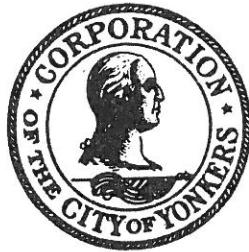


PHILIP A. AMICONE
MAYOR

FRANK J. RUBINO
CORPORATION COUNSEL



CITY HALL
YONKERS, NEW YORK 10701-3883
(914) 377-6240

DEPARTMENT OF LAW
CITY OF YONKERS

TO: City Council President Chuck Lesnick
Majority Leader Sandy Annabi
Minority Leader Liam McLaughlin
Council Member Patricia McDow
Council Member Joan Gronowski
Council Member John Murtagh
Council Member Dee Barbato

FROM: Frank J. Rubino, Corporation Counsel

A handwritten signature in black ink, appearing to be "FR", is written over the name "Frank J. Rubino" in the "FROM:" line.

DATE: May 11, 2009

RE: Struever Fidelco Cappelli, LLC
Land Disposition Agreement

Attached please find copies of the following exhibits referenced in the Land Disposition Agreement:

- A – City Parcels
- B – NYSDOT Parcels
- C – CDA Parcels
- D – Private Parcels
- E – NMSDC Parcels
- F – Cacace Center Site
- G – City Units
- H – Palisades Point Site
- I – Retained Units
- J – River Park Center Site
- 2.1(A)(2)(a) – Replacement Fire Headquarters Plans and Specifications
- 2.1(A)(2)(b) – Temporary Fire Headquarters Plans and Specifications
- 5.1(h) – Certificate of Completion
- 6.8 – EEO Notices and Contract Provisions

We are still waiting for Exhibit 13.6 – “Ancillary Projects” from the developer.

EXHIBIT A

City Parcels

EXHIBIT A
City of Yonkers Parcels

Parcel ID#	Address	Owner
1.-475-43	159 Nepperhan Avenue	City of Yonkers
1.-475-50	38 School Street (a/k/a 32 John Street)	City of Yonkers
1.-475-51	44 Ann Street a/k/a 32 John Street)	City of Yonkers
1.-475-55	Ann Street (a/k/a 32 John Street)	City of Yonkers
1.-475-59	32 John Street	City of Yonkers - Fire Department
1.-475-75	157 Nepperhan Avenue	City of Yonkers
1.-483-50	149 School Street	City of Yonkers
1.-483-60	Getty Square Parking Area	City of Yonkers - Parking Authority
1.-485-1	14 Palisades Avenue	City of Yonkers
1.-488.1 (Partial)	87 Nepperhan Ave (Building Department Building) and Government Parking Lot	City of Yonkers
1.-489-1	76 South Broadway	City of Yonkers
1.-490-3	96 South Broadway	City of Yonkers
1.-490-14	207 New Main Street	City of Yonkers
1.-490-15	45 Guion Street	City of Yonkers
1.-490-16	43 Guion Street	City of Yonkers
1.-490-17	41 Guion Street	City of Yonkers
1.-490-18	37 Guion Street	City of Yonkers
1.-490-20	35 Guion Street	City of Yonkers
1.-490-21	209 New Main Street	City of Yonkers
1.-490-22	37 Guion Street Rear	City of Yonkers

1.490-24	33 Guion Street	City of Yonkers
1.490-72 (Partial)	92 South Broadway	City of Yonkers
1.490-80	100 South Broadway	City of Yonkers
Ann Street	Roadway	City of Yonkers - Engineering
Engine Place 1	Roadway	City of Yonkers - Engineering
Henry Herz Street	Roadway	City of Yonkers - Engineering
James Street	Roadway	City of Yonkers - Engineering
John Street	Roadway	City of Yonkers - Engineering
School Street	Roadway	City of Yonkers - Engineering
Guion St (Partial)	Roadway	City of Yonkers – Engineering
1.488.1	City Hall - Washington Park (Partial)	City of Yonkers
1.488.1.4	Parking Chicken Island	City of Yonkers
1,490.72	Cacace Center - Waring Park (Partial)	City of Yonkers

EXHIBIT B

NYSDOT Parcels

Exhibit B
New York State Department of Transportation Parcels

Parcel ID#	Address	Owner
1.-475- 200(Partial)	Nepperhan Avenue	State of New York
1.-475-202	Nepperhan Avenue	State of New York
1.488.200 (Parital)	Arterial	State of New York
1.489.200	Arterial	State of New York
1.490.200	Arterial	State of New York
1.490.201	Arterial	State of New York
1.490-202	Arterial	State of New York

EXHIBIT C

CDA Parcels

Exhibit C
City of Yonkers Community Development Agency Parcels

Parcel ID#	Address	Owner
1.-485-2	16 Palisades Avenue	Yonkers CDA
1.-485-3	18 Palisades Avenue	Yonkers CDA
1.-485-4	20 Palisades Avenue	Yonkers CDA
1.-485-6	24 Palisades Avenue	Yonkers CDA
1.-485-7	26 Palisade Avenue	Yonkers CDA
1.-485-8	28 Palisade Avenue	Yonkers CDA
1.-485-10	32 Palisade Avenue	Yonkers CDA
1.-485-12	36 Palisade Avenue	Yonkers CDA
1.-485714	40 Palisade Avenue	Yonkers CDA
1.-485-16	46 Palisade Avenue	Yonkers CDA
1.-485-18	48 Palisade Avenue	Yonkers CDA
1.-486-15	23 John Street	Yonkers CDA
1.-486-16	25 John Street	Yonkers CDA
1.-2027-51	41 Palisade Ave	Yonkers CDA
1.640-1	20 Water Grant	Yonkers CDA
1.640-25	20 Water Grant	Yonkers CDA
1.640-38	20 Water Grant	Yonkers CDA
1.643-1	20 Water Grant	Yonkers CDA
1.643.24	20 Water Grant	Yonkers CDA
1.643-40	20 Water Grant	Yonkers CDA

EXHIBIT D

Private Parcels

EXHIBIT D
Private Parcels

Parcel ID#	Address	Owner
1.475-1	58-70 Elm Street (a/k/a 60 Elm St.)	Antone and Jacqueline Daoud
1.475-9	78-92 Elm Street (a/k/a 45 John St)	Milio Brothers Inc. c/o Franco Milio
1.475-19	78-92 Elm Street (a/k/a 45 John St)	Milio Brothers Inc. c/o Franco Milio
1.-475-22	197 Nepperhan Avenue	Victor M. M. Pedro
1.-475-25	195 Nepperhan Avenue	Milio Brothers Inc. c/o Franco Milio
1.-475-26	193 Nepperhan Avenue	Milio Brothers Inc. c/o Franco Milio
1.-475-35 (Partial)	173 Nepperhan Avenue	Mt Carmel Baptist Church
1.-475-53	78 Elm Street (rear) (a/k/a 46 John St.)	DP Riverside Realty Inc./c/o David Hackett
1.-475-64	33 John Street	33 John St Realty Corp. c/o Charles Miller
1.-475-65.66	33 John Street	33 John St Realty Corp. c/o Charles Miller
1.-475-67	37 John Street (a/k/a 39 John Street)	Naber Najib & Ferail
1.-475-70	45 John Street	Milio Brothers Inc. c/o Franco Milio
1.-483-5	155 New Main Street	Anton Meyer
1.-483-7	151 New Main Street	Jose Rodriguez
1.-483-9	149 New Main Street	Steven & Ralph Trizano
1.-483-10	147-151A New Main Street	Stephanie Cho

1.-483-12	143 New Main Street (a/k/a 143-145 New Main)	Young Z. Choi
1.-483-13	137 New Main Street (a/k/a 137-141 New Main)	C & C New Main Corp. c/o Young Choi
1.-483-16	135 New Main Street	C & C New Main Corp c/o Young Choi
1.-484-1	8 Palisade Avenue	CC South
1.-484-3	12 Palisade Avenue	Palisade Avenue Realty Incorporated c/o Nader Sayegh
1.-484-5	2 James Street	CC South
1.-484-8	8 James Street	CC South
1.-484-15	9 Ann Street	131 New Main Street Incorporated
1.-484-51	131 New Main Street	131 New Main Street Incorporated
1.-484-53	129 New Main Street	127-129 New Main Street Incorporated
1.-484-55	125 New Main Street	Hi Jong Lee & Soon Ja Lee
1.-484-56	123 New Main Street	Richway Corporation c/o Hi Jong Lee & Soon Ja Lee
1.-484-57	121 New Main Street (a/k/a 119 New Main Street)	Sun Gun & Geun Soon K. Lee
1.-484-59	117 New Main Street	CC South
1.-484-61.62	113 -115 New Main Street	CC South LLC
1.-484-63	109 New Main Street	CC South LLC

1.487-13.15	110 - 114 New Main Street	The Salvation Army
1.-488-30	146 New Main Street	Bernice Cooper
1.-2027-45	49/51/53 Palisade Avenue	Dri Management Corp
1.-2027-48	45 Palisade Avenue	All County Homes
1.-2027-50	43 Palisade Avenue	PWN Associates
1.-2027-52	39 Palisade Avenue	Kawous Balazadeh
1.-2027-54	39 Palisade Avenue	Charles Bistany
1.492.1	229 New Main Street	KBB Enterprise Corp
7000.1 (Partial)	NY Railroad Spur	NY Central Railroad – MTA

EXHIBIT E

NMSDC Parcels

EXHIBIT E
NMSDC Parcels

Parcel ID#	Address	Owner
1.475-1	58-70 Elm Street (a/k/a 60 Elm St.)	Antone and Jacqueline Daoud
1.-475-64	33 John Street	33 John St Realty Corp. c/o Charles Miller
1.-475-65.66	33 John Street	33 John St Realty Corp. c/o Charles Miller
1.-475-67	37 John Street (a/k/a 39 John Street)	Naber Najib & Ferail
1.-475-70	45 John Street	Milio Brothers Inc. c/o Franco Milio
1.-483-5	155 New Main Street	Anton Meyer
1.-483-7	151 New Main Street	Jose Rodriguez
1.-483-9	149 New Main Street	Steven & Ralph Trizano
1.-483-10	147-151A New Main Street	Stephanie Cho
1.-483-12	143 New Main Street (a/k/a 143-145 New Main)	Young Z. Choi
1.-483-13	137 New Main Street (a/k/a 137-141 New Main)	C & C New Main Corp. c/o Young Choi
1.-483-16	135 New Main Street	C & C New Main Corp c/o Young Choi
1.-484-1	8 Palisade Avenue	CC South
1.-484-3	12 Palisade Avenue	Palisade Avenue Realty Incorporated c/o Nader Sayegh
1.-484-5	2 James Street	CC South
1.-484-8	8 James Street	CC South

1.-484-15	9 Ann Street	131 New Main Street Incorporated
1.-484-51	131 New Main Street	131 New Main Street Incorporated
1.-484-53	129 New Main Street	127-129 New Main Street Incorporated
1.-484-55	125 New Main Street	Hi Jong Lee & Soon Ja Lee
1.-484-56	123 New Main Street	Richway Corporation c/o Hi Jong Lee & Soon Ja Lee
1.-484-57	121 New Main Street (a/k/a 119 New Main Street)	Sun Gun & Geun Soon K. Lee
1.-484-59	117 New Main Street	CC South
1.-484-61.62	113-115 New Main Street	CC South LLC
1.-484-63	109 New Main Street	CC South LLC

EXHIBIT F

Cacace Center Site

**EXHIBIT F
CACACE CENTER SITE**

Parcel ID#	Address	Owner
1.492.1	229 New Main Street	KBB Enterprise Corp
1.489-1	76 South Broadway	City of Yonkers
1.489.200	Arterial	State of New York
1.490-3	96 South Broadway	City of Yonkers
1.490-14	207 New Main Street	City of Yonkers
1.490-15	45 Guion Street	City of Yonkers
1.490-16	43 Guion Street	City of Yonkers
1.490-17	41 Guion Street	City of Yonkers
1.490-18	37 Guion Street	City of Yonkers
1.490-20	35 Guion Street	City of Yonkers
1.490-21	209 New Main Street	City of Yonkers
1.490-22	37 Guion Street Rear	City of Yonkers
1.490-24	33 Guion Street	City of Yonkers
1.490-72 (Partial)	92 South Broadway	City of Yonkers
1.490-80	100 South Broadway	City of Yonkers
1.490.200	Arterial	State of New York
1.490.201	Arterial	State of New York
1.490-202	Arterial	State of New York

EXHIBIT G

City Units

EXHIBIT G

City Units

Part of the Cacace Center Commercial Building which shall be defined in a to be filed Condominium Plan acceptable to the City.

EXHIBIT H

Palisades Point Site

EXHIBIT H

Palisades Point Site

Parcel ID#	Address	Owner
1.640-1	20 Water Grant	Yonkers CDA
1.640-25	20 Water Grant	Yonkers CDA
1.640-38	20 Water Grant	Yonkers CDA
1.643-1	20 Water Grant	Yonkers CDA
1.643.24	20 Water Grant	Yonkers CDA
1.643-40	20 Water Grant	Yonkers CDA
7000.1 (Partial)	NY Railroad Spur	NY Central Railroad – MTA

EXHIBIT I

Retained Units

EXHIBIT I

Retained Units

Parcel ID#	Address	Owner
Portions of:		
1.475-1	58-70 Elm Street (a/k/a 60 Elm St.)	Antone and Jacqueline Daoud
1.-475-64	33 John Street	33 John St Realty Corp. c/o Charles Miller
1.-475-65.66	33 John Street	33 John St Realty Corp.c/o Charles Miller
1.-475-67	37 John Street (a/k/a 39 John Street)	Naber Najib & Ferail
1.-475-70	45 John Street	Milio Brothers Inc. c/o Franco Milio
1.-483-5	155 New Main Street	Anton Meyer
1.-483-7	151 New Main Street	Jose Rodriguez
1.-483-9	149 New Main Street	Steven & Ralph Trizano
1.-483-10	147-151A New Main Street	Stephanie Cho
1.-483-12	143 New Main Street (a/k/a 143-145 New Main)	Young Z. Choi
1.-483-13	137 New Main Street (a/k/a 137-141 New Main)	C & C New Main Corp. c/o Young Choi
1.483-16	135 New Main Street	C & C New Main Corp c/o Young Choi
1.-484-1	8 Palisade Avenue	CC South
1.-484-3	12 Palisade Avenue	Palisade Avenue Realty Incorporated c/o Nader Sayegh
1.-484-5	2 James Street	CC South

1.-484-8	8 James Street	CC South
1.-484-15	9 Ann Street	131 New Main Street Incorporated
1.-484-51	131 New Main Street	131 New Main Street Incorporated
1.-484-53	129 New Main Street	127-129 New Main Street Incorporated
1.-484-55	125 New Main Street	Hi Jong Lee & Soon Ja Lee
1.-484-56	123 New Main Street	Richway Corporation c/o Hi Jong Lee & Soon Ja Lee
1.-484-57	121 New Main Street (a/k/a 119 New Main Street)	Sun Gun & Geun Soon K. Lee
1.-484-59	117 New Main Street	CC South
1.-484-61.62	113-115 New Main Street	CC South LLC
1.-484-63	109 New Main Street	CC South LLC
1.-475-1	58-70 Elm Street (a/k/a 60 Elm St.)	Antone and Jacqueline Daoud
1.-475-9	78-92 Elm Street (a/k/a 45 John St)	Milio Brothers Inc. c/o Franco Milio
1.-475-19	78-92 Elm Street (a/k/a 45 John St)	Milio Brothers Inc. c/o Franco Milio
1.-2027-45	49/51/53 Palisade Avenue	Dri Management Corp
1.-2027-48	45 Palisade Avenue	All County Homes
1.-2027-50	43 Palisade Avenue	PWN Associates
1.-2027-52	39 Palisade Avenue	Kawous Balazadeh

1.-2027-54	39 Palisade Avenue	Charles Bistany
1.492.1	229 New Main Street	KBB Enterprise Corp
1.489-1	76 South Broadway	City of Yonkers
1.489.200	Arterial	State of New York
1.490-3	96 South Broadway	City of Yonkers
1.490-14	207 New Main Street	City of Yonkers
1.490-15	45 Guion Street	City of Yonkers
1.490-16	43 Guion Street	City of Yonkers
1.490-17	41 Guion Street	City of Yonkers
1.490-18	37 Guion Street	City of Yonkers
1.490-20	35 Guion Street	City of Yonkers
1.490-21	209 New Main Street	City of Yonkers
1.490-22	37 Guion Street Rear	City of Yonkers
1.490-24	33 Guion Street	City of Yonkers
1.490-72 (Partial)	92 South Broadway	City of Yonkers
1.490-80	100 South Broadway	City of Yonkers
1.490.200	Arterial	State of New York
1.490.201	Arterial	State of New York
1.490-202	Arterial	State of New York

EXHIBIT J

River Park Center Site

EXHIBIT J

River Park Center Site

Parcel ID#	Address	Owner
1.475-1	58-70 Elm Street (a/k/a 60 Elm St.)	Antone and Jacqueline Daoud
1.475-9	78-92 Elm Street (a/k/a 45 John St)	Milio Brothers Inc. c/o Franco Milio
1.475-19	78-92 Elm Street (a/k/a 45 John St)	Milio Brothers Inc. c/o Franco Milio
1.-475-22	197 Nepperhan Avenue	Victor M. M. Pedro
1.-475-25	195 Nepperhan Avenue	Milio Brothers Inc. c/o Franco Milio
1.-475-26	193 Nepperhan Avenue	Milio Brothers Inc. c/o Franco Milio
1.-475-35 (Partial)	173 Nepperhan Avenue	Mt Carmel Baptist Church
1.-475-53	78 Elm Street (rear) (a/k/a 46 John St.)	DP Riverside Realty Inc.c/o David Hackett
1.-475-64	33 John Street	33 John St Realty Corp. c/o Charles Miller
1.-475-65.66	33 John Street	33 John St Realty Corp.c/o Charles Miller
1.-475-67	37 John Street (a/k/a 39 John Street)	Naber Najib & Ferail
1.-475-70	45 John Street	Milio Brothers Inc. c/o Franco Milio
1.-483-5	155 New Main Street	Anton Meyer
1.-483-7	151 New Main Street	Jose Rodriguez
1.-483-9	149 New Main Street	Steven & Ralph Trizano
1.-483-10	147-151A New Main Street	Stephanie Cho

1.-483-12	143 New Main Street (a/k/a 143-145 New Main)	Young Z. Choi
1.-483-13	137 New Main Street (a/k/a 137-141 New Main)	C & C New Main Corp. c/o Young Choi
1.-483-16	135 New Main Street	C & C New Main Corp c/o Young Choi
1.-484-1	8 Palisade Avenue	CC South
1.-484-3	12 Palisade Avenue	Palisade Avenue Realty Incorporated c/o Nader Sayegh
1.-484-5	2 James Street	CC South
1.-484-8	8 James Street	CC South
1.-484-15	9 Ann Street	131 New Main Street Incorporated
1.-484-51	131 New Main Street	131 New Main Street Incorporated
1.-484-53	129 New Main Street	127-129 New Main Street Incorporated
1.-484-55	125 New Main Street	Hi Jong Lee & Soon Ja Lee
1.-484-56	123 New Main Street	Richway Corporation c/o Hi Jong Lee & Soon Ja Lee
1.-484-57	121 New Main Street (a/k/a 119 New Main Street)	Sun Gun & Geun Soon K. Lee
1.-484-59	117 New Main Street	CC South
1.-484-61.62	113 -115 New Main Street	CC South LLC
1.-484-63	109 New Main Street	CC South LLC

1.487-13.15	110 - 114 New Main Street	The Salvation Army
1.-488-30	146 New Main Street	Bernice Cooper
1.-2027-45	49/51/53 Palisade Avenue	Dri Management Corp
1.-2027-48	45 Palisade Avenue	All County Homes
1.-2027-50	43 Palisade Avenue	PWN Associates
1.-2027-52	39 Palisade Avenue	Kawous Balazadeh
1.-2027-54	39 Palisade Avenue	Charles Bistany
1.492.1	229 New Main Street	KBB Enterprise Corp
7000.1 (Partial)	NY Railroad Spur	NY Central Railroad –
1-485-2	16 Palisades Avenue	Yonkers CDA
1.-485-3	18 Palisades Avenue	Yonkers CDA
1.-485-4	20 Palisades Avenue	Yonkers CDA
1.-485-6	24 Palisades Avenue	Yonkers CDA
1.-485-7	26 Palisade Avenue	Yonkers CDA
1.485-8	28 Palisade Avenue	Yonkers CDA
1.-485-10	32 Palisade Avenue	Yonkers CDA
1.-485-12	36 Palisade Avenue	Yonkers CDA
1.-485714	40 Palisade Avenue	Yonkers CDA
1.-485-16	46 Palisade Avenue	Yonkers CDA
1.-485-18	48 Palisade Avenue	Yonkers CDA
1.-486-15	23 John Street	Yonkers CDA
1.-486-16	25 John Street	Yonkers CDA
1.-2027-51	41 Palisade Ave	Yonkers CDA

1.488.200 (Parital) 1.-475- 200(Partial)	Arterial Nepperhan Avenue	State of New York State of New York
1.-475-202	Nepperhan Avenue	State of New York
1.-475-43	159 Nepperhan Avenue	City of Yonkers
1.-475-50	38 School Street (a/k/a 32 John Street)	City of Yonkers
1.-475-51	44 Ann Street a/k/a 32 John Street)	City of Yonkers
1.-475-55	Ann Street (a/k/a 32 John Street)	City of Yonkers
1.-475-59 Department	32 John Street	City of Yonkers - Fire
1.-475-75	157 Nepperhan Avenue	City of Yonkers
1.-483-50	149 School Street	City of Yonkers
1.-483-60	Getty Square Parking Area	City of Yonkers – Parking Authority
1.-485-1	14 Palisades Avenue	City of Yonkers
1.-488.1 (Partial)	87 Nepperhan Ave (Building Department Building) and Government Parking Lot	City of Yonkers

EXHIBIT 2.1(A)(2)(a)

Replacement Fire Headquarters Plans and Specifications

EXHIBIT 2.1(A)(2)(a)

Replacement Fire Headquarters Plans and Specifications

The Replacement Fire Headquarters shall be constructed in accordance with the plans and specifications submitted to the City of Yonkers Planning Department.

EXHIBIT 2.1 (A)(2)(b)

Temporary Fire Headquarters Plans and Specifications

EXHIBIT 2.1(A)(2)(b)

Temporary Fire Headquarters Plans and Specifications

The Temporary Fire Headquarters shall be constructed in accordance with the plans and specifications submitted to the City of Yonkers Planning Department.

EXHIBIT 5.1(h) -

Certificate of Completion

EXHIBIT 5.1(h)

**CERTIFICATE OF SUBSTANTIAL COMPLETION OF
IMPROVEMENTS
YONKERS COMMUNITY DEVELOPMENT AGENCY**

TO

STRUEVER FIDELCO CAPPELLI LLC

CERTIFICATE OF SUBSTANTIAL COMPLETION OF IMPROVEMENTS

executed this day of _____ 200_ by the Yonkers community Development Agency, a public benefit corporation of the State of New York (hereinafter referred to as the "Agency").

WHEREAS, in furtherance of the objectives of Articles 15 and 15-A of the General Municipal Law of the State of New York, as amended, the Agency has undertaken a program for the acquisition, clearance, replanning, reconstruction and neighborhood rehabilitation of slum and blighted areas in the City of Yonkers (the "City"), and in this connection, the Agency has been engaged in carrying out a development program under the Getty Square Urban Renewal Plan [or the Modified Urban Renewal Plan for N.D.P. Areas 1 and 2] (the "Urban Renewal Plan"); and

WHEREAS, the Urban Renewal Plan has been modified and duly approved, from time to time, the last such modification having been approved by the City Council by Resolution No. -2009 adopted on _____ 2009 following a public hearing held by the City Council on such date, and has been placed on file in the Office of the City Clerk of the City of Yonkers ("City Clerk") at City Hall, 40 South Broadway, Yonkers, New York; and

WHEREAS, in furtherance of the Urban Renewal Plan, the Agency entered into a certain Land disposition Agreement with Struever Fidelco Cappelli, LLC, a limited liability company organized and existing under the laws of the State of New York, having its principal office at 115 Stevens Avenue, Valhalla, New York 10595 (the "Company"), dated as of _____ and recorded on _____ in the Office of the County Clerk, Westchester County, New York (the "County Clerk's Office") as Control No. _____, (the "LDA"), covering the _____ project known as the River Park Center and Cacace Center Project [or the Palisades Point Project] (the "Project"), and more particularly bounded and described as shown on Schedule A (the "Premises"); and

WHEREAS, Section 5.1 of the LDA provides that upon the occurrence of Substantial Completion, as defined in Article I of the LDA, the Agency shall promptly furnish: (i) to the Company, with regard to the "shell"¹ of each of the RPC Commercial Building, Residential Tower East, Residential Tower West, Palisades Point, the Government Center Building, the Palisade Avenue Office Building and the CC Commercial Building (but, in

¹ A structure that has been fully enclosed, with all structural supports finalized and all fire safety and life safety measures put in place with exits established to access completed ingress and egress to public right of ways.

the case of the CC Commercial Building, only after the issuance of a temporary certificate of occupancy for the City Office Condominium Unit); (ii) to the YIDA, with regard to each of the Public Parking Facilities; and (iii) to the YIDA Affiliate, with regard to the City Office Condominium Unit, the Temporary Fire Headquarters, the Replacement Fire Headquarters, Daylighting and Riverwalk, and Waterfront Public Improvements, certifying the completion of such improvement in accordance with this Agreement (each a "Certificate of Completion" and collectively, the "Certificates of Completion. Each Certificate of Completion shall be (and it shall be so provided in the Deed to the Disposition Parcels) a conclusive determination of satisfaction and termination of all of the obligations under this Agreement of the Company, the YIDA and the YIDA Affiliate to construct and complete the identified improvements; and

NOW, THEREFORE, the Agency, acting by and through its Chairman,
_____, does hereby certify:

1. Any terms not defined herein shall have the same mean as set forth in the LDA.
2. That the Company has fulfilled all of its obligation to achieve Substantial Completion in accordance with the LDA.
3. That the Project was substantially completed in conformity with the Requirements and the Urban Renewal Plan(s).
4. That any remedies or rights with respect to re-entering or taking possession that the Agency shall have or be entitled to because of failure of the Company or any successor in interest to the Project or any part thereof, to cure or remedy any default with respect to the construction of the Project, or because of any other default in or breach of the terms or provisions of the LDA by the Company or such successor, shall not apply to the Project.

IN WITNESS WHEREOF, the Agency has caused these presents to be subscribed to by its Chairman and it Secretary, and its corporate seal to be affixed and attested on the day and year first above written.

YONKERS COMMUNITY DEVELOPMENT AGENCY

By: _____
PHILIP A. AMICONE, CHAIRMAN

ATTEST:

Secretary

ACKNOWLEDGEMENT

STATE OF NEW YORK)
)SS:
COUNTY OF WESTCHESTER)

On the ____ day of _____ in the year 200_ before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT 6.8 –

EEO Notices and Contract Provisions

Exhibit 6.8

EQUAL OPPORTUNITY PROVISIONS and Affirmative Actions Requirements

Section 1.1 State Requirements. Purchaser agrees to incorporate or cause to be incorporated into any and every construction contract or other contract relating to the Phase II Purchaser Improvements, or any part thereof; the following provisions altered only to reflect the proper identity of each party:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, age, sex, marital status or disability, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, religion, creed, color, national origin, age, sex, marital status or disability. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

(b) Contractor will send to each labor union or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Division of Human Rights, advising such labor union or representative of Purchaser_ agreement under paragraphs (a) through (h) of this Section (hereinafter called _non-discrimination clauses_), and further advising such labor union or representative of Purchaser_ commitments under Section 202 of federal Executive Order 11246 of September 24, 1965. If Purchaser was directed to do so by the CDA as part of the bid or negotiation of this Agreement, Purchaser shall request such labor union or representative to furnish it with a written statement that such labor union or representative will not discriminate because of race, religion, creed, color, national origin, age, sex, marital status or disability, and that such labor union or representative either will affirmatively cooperate within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this Agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request, that it furnish such a statement, Purchaser shall promptly notify the State Division of Human Rights of such failure or refusal.

(c) Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of paragraphs (a) and (b) and such provisions of the State's laws against discrimination as the State Division of Human Rights shall determine.

(d) Contractor will state in all solicitations or advertisements for employees placed by or on behalf of Purchaser, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion, creed, color, national origin, age, sex, marital status or disability.

(e) Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General, City, CDA, Commissioner of Housing and Community Renewal and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law. Purchaser also shall comply with all provisions of federal Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Purchaser will furnish all information and reports required by federal Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to contractors' books, records and accounts by the Secretary of Housing and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) Any contract, including this Agreement, may be forthwith canceled, terminated or suspended, in whole or in part, by the CDA upon the basis of a finding made by the State Division of Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State or housing authority, or an urban renewal agency, or contracts requiring the approval of the Commissioner of Housing and Community Review, or (under and subject to federal Executive Order 11246) federally assisted construction contracts or projects, until it has satisfied the State Division of Human Rights [and/or the Secretary of Labor or the Secretary of Housing and Urban Development) that it has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Division of Human Rights after conciliation efforts by the Division have failed to achieve compliance with these non-discrimination clauses after a verified compliance has been filed with the Division, notice thereof has been given to the contractor and an opportunity has been afforded the Contractor to be heard publicly in accordance with the procedures of the Division. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

(g) If any contract, including this Agreement, is canceled or terminated under paragraph (f), in addition to other rights of the CDA provided in this Agreement upon its

breach by the contractor, the contractor will hold the CDA harmless against any additional expenses or costs incurred by the CDA in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this Agreement, and the CDA may withhold payments from the contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.

(h) Purchaser will, as aforesaid, include the provisions of clauses (a) through (g) in every subcontract or purchase order, and shall require and cause the contractor to do so, in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. Purchaser will take such action in enforcing such subcontract or purchase order as the CDA may direct, including sanctions or remedies for non-compliance. If Purchaser or the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CDA, Purchaser shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

Section 1.2 Additional State Provisions. As required by Section 220-e of the New York State Labor Law, Purchaser agrees:

(a) That in the hiring of employees for the performance of work under this or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor, or Subcontractor shall by reasons of race, religion, creed, color, disability, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform to work to which the employment relates.

(b) That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, creed, color, disability, sex or national origin.

(c) That there may be deducted from the amount payable to the Contractor by the CDA under this Agreement a penalty of five (\$5.00) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

(d) That this Agreement may be canceled or terminated by the CDA and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section 1.2 of this Exhibit.

(e) The foregoing provisions of this Section 1.2 shall be limited to operations performed within the territorial limits of the State of New York.

Section 1.3 Advertising. During construction and thereafter Purchaser agrees to include in all advertising for the sale of or rental of residential dwelling units or commercial space in the Phase I Purchaser Improvements a statement to the effect (i) that the Phase I Purchaser

Improvements are open to all persons without discrimination on the basis of race, religion, creed, color, national origin, sex, age, disability, marital status or sexual orientation, and (ii) that there shall be no discrimination in public access and use of the Phase I Project to the extent that is open to the public.

Section 1.4 Federal Requirements. In addition to and not in limitation of the foregoing requirements of this Exhibit, Purchaser, for itself; its successors and assigns, hereby covenants and agrees that:

- (a) It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Purchaser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CDA setting forth the provisions of this nondiscrimination clause.
- (b) Purchaser will, in all solicitations or advertisements for employees placed by or on behalf of Purchaser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) Purchaser will send to each labor union or representative of workers with which Purchaser has a collective bargaining agreement or other contract or understanding a notice, to be provided advising the labor union or workers_ representative of Purchaser_ commitments under Section 202 of the Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the order in conspicuous places available to employees and applicants for employment.
- (d) Purchaser will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules and regulations and relevant orders of the Secretary of Labor.
- (e) Purchaser will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations and orders of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to Purchaser_ books, records, and accounts by the CDA, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigations to ascertain compliance with such rules, regulations and orders.

(f) In the event of Purchaser_ non-compliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and Purchaser may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.

(g) Purchaser will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. Purchaser will take such action with respect to any construction contract, subcontract or purchase order as the CDA or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event Purchaser becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the CDA or the Department of Housing and Urban Development, Purchaser may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this Section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows: and the term "Purchaser" shall be changed to "Contractors."

Section 1.5 City Requirements. In addition to the foregoing requirements of this Article, Purchaser, its successors and assigns shall, in performing its responsibilities as redeveloper under this Agreement, comply with the following:

The requirements set forth in Chapter 13 of Article VIII of the Code of the City of Yonkers, Minority-and-Women Owned Business Inclusion [added 12-9-2003] by L.L. No. 8-2003.

EXHIBIT 13.6

Ancillary Projects